

CONTRACT AGREEMENT

BETWEEN

BOROUGH OF HADDON HEIGHTS

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO
DISTRICT COUNCIL 71, LOCAL 3869**

EFFECTIVE:

FEBRUARY 5, 2007 - DECEMBER 31, 2011

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ARTICLE 1 - RECOGNITION

1:1 Pursuant to Chapter 123, Public Laws of 1974, the Borough of Haddon Heights hereby recognizes the Borough of Haddon Heights Employees Union, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 71, Local 3869, as the exclusive representative for the purposes of collective negotiations concerning terms and conditions of employment for the following employees:

1:1.1 **INCLUDING**: All full-time and regular part-time blue and white collar employees employed by the Haddon Heights Borough, namely, Secretaries, Police Secretary, Court Administrator, Deputy Court Administrator, Foremen, Laborer, Driver/Operator, Assistant Tax Collector, Janitor, Payroll Clerk, Mechanic, Receptionist, Planning/Zoning and Assessor's Secretary.

1:2.1 **BUT EXCLUDING**: Managerial Executives, Confidential Employees, and Supervisors within the meaning of the Act; Borough Clerk, Deputy Borough Clerk, Craft Employees, Professional Employees, Sworn Police Personnel, Casual Employees, Superintendent in the Department of Public Works, Deputy Superintendent in the Department of Public Works, Crossing Guards, Employees of the Haddon Heights Free Public Library.

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ARTICLE 2 - VACATION LEAVE

2:1 Paid vacation will be granted during each calendar year to all full-time bargaining unit employees. The amount of vacation will be determined by the length of service and amount of vacation time credited to the employee in accordance with the following schedule:

- a. After one year of completed service and up to four years of completed service 10 days of vacation.
- b. After five years of completed service and up to nine years of completed service 15 days vacation.
- c. After ten years of completed service and up to fourteen years of completed service 20 days vacation.
- d. After fifteen years of completed service 25 days vacation.
- e. Grandfathering provision: Only employees who are employed by the Borough as of December 31, 2008 will be eligible for six weeks (30 days) of vacation after completing twenty years of service. This provision (paragraph 2:1.e) does not apply to anyone hired after December 31, 2008.

2:2 In any calendar year where vacation may not be taken or granted, such vacation leave will accumulate and will be granted and used during the next calendar year only. Vacation leave accrued from a prior year will be used first by an employee for purposes of calculating available vacation leave during any calendar year.

2:3 Vacation schedules must be approved by the Department Head or his (her) designee. All employees will submit their requests for vacation periods to the Department Head by April 1st of each year. Approval will be based on workload and seniority. At all times, not more than three (3) field personnel and not more than fifty percent (50%) from the same job classification; shall be approved for the same vacation period. Further, vacation requests of five or more consecutive days will receive preference over vacation requests of four days or less in any workweek for field personnel and requests of three days or less in any workweek for office personnel. The Department Head or designee will inform each employee by April 15 of the action taken on their vacation request. After April 16th of each year, employees shall provide the Supervisor with at least one (1) week notice for requests for four (4) days of vacation or more. Employees shall provide at least two (2) days notice for requests for vacation of three (3) days or less. Vacations approved in April will only be cancelled due to an emergency declared by the federal, state or local government.

2:4 Leaves of absence for part-time employees will be governed by Article 23 of the contract.

2:5 Upon death of an employee, unused vacation days earned in the current year shall be paid to the employee's estate.

2:6 Vacation leave may be taken in one-half day increments.

2:7 A disabling illness occurring one week or more during an employee's vacation will be regarded as an illness and that part of the vacation will be rescheduled upon presentation of a medical certification of illness by the employee to their supervisor and the reclaimed time shall be charged as sick time.

2:8 Payments to employees going on vacation will be made prior to the employee's departure and will be limited to those payments which cover the period of vacation and which fall due during such period.

2:9 The employee's supervisor should notify the Payroll Department one full week before the starting date of the employee's vacation.

2:10 An employee whose employment is terminated with exception of retirement on a pension, will be paid in lieu of vacation in accordance with eligibility requirements.

2:11 Employees approaching retirement will be required to take all vacation prior to said normal retirement date.

2:12 When a recognized holiday occurs during vacation leave, the employee will receive regular pay and the day will not be counted against the period of vacation leave. The holiday will extend the allowable period one (1) day.

ARTICLE 3 - SICK LEAVE, BEREAVEMENT & JURY DUTY

Sick Leave

3:1 Full-time bargaining unit employees will be granted limited periods of absence for valid reasons, and wage payments will continue to such employees on the basis of completed service.

3:2 When a recognized holiday occurs during sick leave, the employee will receive regular pay and the day will not be counted against the period of sick leave. The holiday will extend the allowable period one (1) day.

3:3 Group insurance and retirement plan status during periods of sickness will be governed by the provisions of the respective plans.

3:4 An employee who is absent for reasons that entitle him/her to sick leave shall notify his/her supervisor within one (1) hour of the employee's usual reporting time, except in emergency circumstances wherein the employee shall notify his/her supervisor as soon as possible.

3:5 During the first six (6) months of employment for regular full-time and part-time employees, the employee will not be entitled to any sick leave. After successful completion of the six (6) month probationary period, an employee shall be entitled to three and one-half (3 ½) sick days for the remaining six (6) months of that first year of regular employment or a pro-rata share of the remainder of such year.

3:6 Full-time employees hired by the Borough after December 31, 2008 are entitled to seven (7) sick days per year, starting on the first anniversary date.

3:7 Full-time employees who are employed by the Borough as of December 31, 2008 are entitled to ten (10) sick days per year, starting on the first anniversary date.

3:8 An employee will be required to present a doctor's certification for any illness absence in excess of three (3) consecutive days.

3:9 In cases of leaves of absence ordered by the Health Department due to exposure to contagious disease, a certificate for the Department of Health shall be required before the employee may return to work. Time lost will not apply to sick leave or any loss of pay.

3:10 Any employee who accumulated sick days prior to December 31, 2006, shall be able to bank those sick days for future use or may sell back those sick days at the time of retirement or separation based upon the salary rate in effect in 2006.

3:11 An employee who earned but did not use sick days in 2007 or 2008 will be allowed to accumulate those unused days for future use, and if unused, will be reimbursed for those days

upon retirement or separation at the salary rate for the year in which they were earned (either 2007 or 2008).

3:12 Effective January 1, 2009, sick days may not be accumulated from year to year. An employee must use the sick days in the year they are earned.

3:13 An employee may utilize vacation time when sick leave has been exhausted.

3:14 It is the responsibility of each Department Head to ensure the provisions of this policy are observed. Corrective action should be taken in instances of suspected abuses or misrepresentation of the utilization of sick leave.

3:15 It is the responsibility of the Borough Clerk to ensure that the proper accountability, to include recording accruals and utilization of sick leave is maintained on all employees. All employees will be given statements of all accumulated sick, vacation and personal days by January 15 of every calendar year.

3:16 Earned and accumulated sick leave must be exhausted prior to taking an unpaid medical leave of absence.

3:17 The Borough will continue to provide temporary disability insurance coverage under the State Plan to all employees whose service is deemed to be covered employment under the New Jersey Unemployment Compensation Law. The Borough and the employees will share in the financing of the Temporary Disability Benefits Program.

3:18 Leaves of absence for part-time employees will be governed by Article 23 of the contract.

Bereavement Leave:

3:19 Employees shall receive up to five (5) days off with pay for death of an employee's immediate relative. "Immediate relative" includes: spouse/significant other/domestic partner; parent or step parent; child or step child; sibling; spouse's parent; grandchild; other person related by blood or marriage residing in an employee's household. Employees shall receive up to two (2) days off with pay for the death of the following relatives: grandparent; aunt; uncle; first cousin; brother-in-law or sister-in-law.

Jury Duty

3:20 An employee required to render jury service will be entitled to be absent from work during that service and will be paid for the day (s) at their regular rate. Any check received from the Court for which the jury duty was performed, must be turned over to the Borough Clerk by the employee.

Emergency Condition:

3:21 The mayor will be authorized to close Borough offices to protect the safety and welfare of borough employees. In this event employees will receive full pay and no vacation or personal leave allowances shall be affected. For employees that are essential in emergency conditions,

time off equivalent to nonessential employees will be granted to be used at another time.
Essential personnel will be notified by the Mayor or Borough Clerk the same day as such.

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ARTICLE 4 - PERSONAL DAYS

4:1 Full-time bargaining unit employees who are employed by the Borough after December 31, 2008 and who have completed one (1) year of service are entitled to three (3) personal days per year.

4:2 Full-time bargaining unit employees who are employed by the Borough as of December 31, 2008 and who have completed one (1) year of service are entitled to seven (7) personal days per year.

4:3 Personal days may not be accumulated and carried over to the next year of employment. Personal days must be taken during the calendar year of entitlement (January 1 through December 31).

4:4 The employee must give at least twenty four hours notice to his/her immediate supervisor unless an emergency situation arises.

4:5 The criteria used to determine if a request for a personal day on a particular day should be granted is whether the granting of the request would impair department operations or interfere with the proper conduct of department or government function involved.

4:6 Personal day requests are to be granted under paragraph 5 to employees in the order in which requests for a personal day are submitted, with the earliest request receiving priority. In the event several requests are submitted on the same day, requests shall be granted based on employment seniority. Final authority for approving or disapproving personal day requests shall rest with the Department Head based on department operational necessity as noted in paragraph number 5 above. Any disapproval shall be communicated to the employee involved as soon as possible.

4:7 Personal days may be combined with vacation or other leaves.

4:8 Leaves of absence for part-time employees will be governed by Article 23 of the contract.

ARTICLE 5 - HOLIDAYS

5:1 The Borough will provide holidays in each calendar year as identified within paragraphs 5:2 and 5:3 below.

5:2 The holidays listed below are established as paid holidays:

- New Years Day
- Martin Luther King' Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving (except Sanitation personnel who receive one extra day)
- Christmas Day (when Christmas falls on a Thursday, employees will have Friday off as well; when Christmas Day falls on a Tuesday, employees will have Monday off as well).

5:3 An established holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

5.4 Leaves of absence for part-time employees will be governed by Article 23 of the contract.



ARTICLE 6 - SALARIES

6:1 Salaries increases for the term of this contract are set forth below for employees covered under this Agreement:

2008-3%
2009-3% with fifty cents (\$0.50) into base salary
2010-3% with fifty cents (\$0.50) into base salary
2011-3.25%

A salary guide reflecting these increases is attached as appendix A.

6:2 The Borough will pay for renewal cost for a valid commercial driver license (CDL) held by any employee above the cost of a regular New Jersey driver license.

6:3 Stand-by pay at the rate of \$50.00 per week shall be paid to the employees of the Department of Public Works, who are on-call on weekends only, for each weekend the employee is on-call in addition to normal overtime pay. Stand-by pay at the rate of \$50.00 per week shall be paid to the Municipal Court for each week the employee is on call in addition to normal overtime pay. Overtime shall commence upon acknowledgement of assignment and shall be paid a two-hour minimum at time and a half for each call. Double time for holidays.

6:4 Employees required to make performance checks on pump stations shall be eligible for payment as follows:

On a normal Saturday or Sunday, will be paid one hour per day at time and a half.

On a holiday, will be paid one hour per day at double time.

6:5 The parties acknowledge that any changes in compensation for bargaining unit positions represented by Local 3869 must be negotiated with the union.

6:6 The public works foreman shall receive \$1000.00 per year, prorated in 2009, to fill in for the superintendent in his/her absence.

ARTICLE 7 – PURPOSELY OMITTED

ARTICLE 8 - INSURANCE COVERAGE

8:1 The Borough shall provide the following insurance benefits to bargaining unit employees who work 35 hours or more per week:

- Medical
- Prescription - \$5.00 co-pay generic/\$10.00 co-pay brand name; no co-pay on mail orders
- Dental - \$50 deductible, \$1,500 annual maximum
- Eye Care - Non-deductible plan; One (1) exam annually; glasses every other year.

Bargaining unit employees employed prior to July 1, 2007 will be eligible for employee and dependent coverage. Bargaining unit employees employed on or after July 1, 2007 will be eligible for employee only coverage.

8:2 Bargaining unit employees, employed prior to July 1, 2007, who retire during the term of this Agreement, shall be provided with coverage for the individual retiree and his or her eligible dependents. Bargaining unit employees employed on or after July 1, 2007 shall be provided with coverage for the individual retiree only. Retirement is understood to be in accordance with the rules and regulations established by the New Jersey Public Employee Retirement System. Only employees who have been employed by the Borough for 25 years or more are eligible for this benefit.

8:3 Employees shall contribute toward health benefits as follows:

2009-one percent (1%) of base salary prorated from the execution of this document.

2010-one percent (1%) of base salary.

2011-one percent (1%) of base salary.

8:4 Employees who waive medical coverage will receive 50% of the premium cost in lieu of said coverage. (This waiver incentive or "opt-out" applies only to medical coverage, and does not apply to dental, prescription, or eye care coverage.)

8:5 The parties agree to review the said plans annually during the term of this contract and may alter or modify said plans upon mutual agreement.

8:6 The Borough shall also provide cost coverage for any employee of the Borough who shall suffer from a serious communicable disease and shall be treated with presumption that the disease was contracted on the job. Police, hospital and physician records to be used to verify.

ARTICLE 9 - UNIFORM/CLOTHING ALLOWANCE

9:1 New full-time DPW employees subject to uniform/clothing requirements shall receive an initial issue of the maximum standard allowance of uniforms and jackets within a reasonable time from date of their employment as described below:

Three (3) long sleeve shirts and three (3) short sleeve shirts.
Two (2) light weight pants and two (2) heavy weight pants.
One (1) heavy winter jacket.

DPW employees may wear blue jeans as part of the uniform purchased at the employee's expense instead of uniform pants supplied by the Borough.

9:2 DPW employees subject to uniform/clothing requirements shall be provided uniforms and required clothing at the expense of the Borough. Said uniforms shall be cleaned at the expense of the employee. Required attire for all DPW employees shall be replaced in consideration of normal wear once a year. As an option, employees may purchase specialty type of clothing (coveralls, bib overalls, gloves, etc.) to be paid no later than October 1 of each contract year. The maximum standard clothing allowance will be \$300.00 per employee.

9:3 An annual shoe allowance shall be provided to DPW employees. This shoe allowance will permit the employee to purchase work shoes and the Borough shall reimburse the employee up to \$125.00 in any one (1) year as long as paid receipt is presented with purchase order. There is no limit upon the number of shoes which can be purchased, but the allowance is limited to \$125.00 per year.

9:4 The Borough will supply all necessary essential clothing for emergency response such as: rain gear, rubber boots, gloves, hard hats, protective safety glasses.

9:5 All employees must report to work in a presentable fashion and be clean and neat in appearance. An employee shall be sent home without pay for that day if they do not comply.

9:6 The police secretary's uniform allowance will remain the same. The Borough will supply uniforms on an as-needed-basis.

ARTICLE 10 - WORKWEEK

10:1 The Borough agrees that the normal week for the Dept. of Public Works employees covered by this Agreement shall be forty (40) hours, including a one-half hour paid lunch period and two (2) paid 15 minute breaks per day. The workweek for office personnel described hereto shall be thirty-five hours per week with an unpaid lunch and two paid fifteen-minute breaks per day.

10:2 Employees covered under this agreement who are required to work overtime will be paid at time and a half.

10:3 Time worked in excess of eight hours per day for Department of Public Works personnel and seven hours for office personnel and eight and three-quarter hours for court personnel will be considered as overtime and paid for at one and one-half times the sum of the employee's hourly rate.

10:4 Employees will not work overtime unless directed to do so.

10:5 Holidays to which an employee is entitled pursuant to Article 5 will be considered as time worked in the computation of overtime applicable to 10:2 above. Work performed on a holiday, which occurs in a regularly scheduled work week, will be paid double time for the hours worked.

10:6 Vacation time, sick leave and personal days taken during the workweek will be considered as time worked in the computation of overtime applicable to paragraph 10:2 above.

10:7 Any employee working overtime shall have the option of earning compensatory time equal to one and one-half their regular hours worked. All employees may carry compensatory time up to 60 hours.

ARTICLE 11 – SENIORITY

11:1 Seniority is defined to mean the accumulated length of continuous service with the Borough computed from the last date of hire. An employee's length of service will not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified by a physician. Seniority shall be lost and employment terminated if any of the following occur:

Discharge with good cause

Resignation

Failure to return promptly upon expiration of authorized leave

Absence for three consecutive working days without leave of notice

11:2 In calculating seniority, the time a full time employee has served the Borough of Haddon Heights under the CETA or similar federal or state program or any grant program, and, if the employee is subsequently hired on the Borough's payroll, then such previous time shall be counted for the purpose of seniority. Calculation shall be determined as follows:

A. Seniority shall be determined by the order in which employees are shown on the Borough's seniority list.

B. For employees hired on the same date, preference shall be given in alphabetical order of the employee's last name.

11:3 Overtime will be based upon seniority, qualifications and availability on a rotating basis.

ARTICLE 12 - DISCIPLINE

12:1 The Borough may impose discipline including, but not limited to, the following disciplinary actions for each occurrence:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

12:2 No employee shall be disciplined without just cause.

12:3 An employee shall, upon request, be entitled to Union representation during an investigatory interview from which the employee may reasonably expect that discipline could result.

12:4 Disciplinary actions may be grieved in accordance with the Grievance Procedure in Article 16.

12:4 When the Borough imposed discipline other than an oral reprimand, written notice of such discipline shall be given to the employee and a copy shall be transmitted to the Union President and the Staff Representative from AFSCME District Council #71.



ARTICLE 13 - EDUCATION ASSISTANCE AND TRAINING

13:1 Employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to employees work. The Borough Clerk will be the sole judge of whether a particular course or program is directly related to the employee's work, and the Borough of Haddon Heights must approve any reimbursement request in advance. The employee must have prior approval in writing before the classes commence, and must receive a grade of "C" or better to be eligible for reimbursement. Employees will receive reimbursement for one-hundred percent of the tuition cost for training or college courses that they take on their own initiative. The reimbursement must be repaid if the employee leaves the Borough of Haddon Heights employment within twenty-four months of receipt. When enrollments for short training courses or seminars are requested by the Borough, employees will receive full reimbursement.

13:2 The Borough will reimburse employees for reasonable and necessary expenditures made by employees while on official Borough business. Mileage will be reimbursed at a designated rate set by the IRS, and all other allowable expenses on actual cost basis.

ARTICLE 14 - UNION BUSINESS

14:1 The Borough agrees to provide the local union president or his/her designee (i.e., union officers/shop stewards) with up to 36 hours of paid release time per year to conduct union business, including attendance at Council 71's executive board meetings. Such release time cannot interfere with the operations of the Borough, and such time cannot be carried over from one year to the next.

14:2 The 36 hours of release time does not pertain to mutually scheduled negotiations sessions that occur during the normal work day.

14:3 The granting of this release time will be at the discretion of the Department Head. The employee must provide proof of attendance. The union must keep track of all hours used and provide that information to the Borough Clerk. The hours must be utilized during normal business hours.

ARTICLE 15 - STRIKES AND LOCKOUTS

15:1 Both parties recognize the desirability of continuous and uninterrupted operation of the Borough during the year, and the avoidance of disputes, which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure, under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Union accordingly agrees, during the period of this Agreement, that it will not, nor will any persons acting in its behalf, cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

15:2 The above is interpreted that: The Union shall be held liable in damages for wild cat strikes, unless the Union in writing immediately disavows the strike and notifies the strikers to return to work.

15:3 The Union agrees that any strike is a breach of the contract and that such acts remove all impediments from and permits the Borough to dismiss or otherwise discipline employees taking part in such breach of the contract.

15:4 The Borough agrees that during the duration of this agreement, it will not lock out employees.



ARTICLE 16 - GRIEVANCE PROCEDURE

16:1 A Grievance shall mean a complaint by an employee or employees because of a violation, misinterpretation or inequitable application of the Agreement. A grievance, to be considered under this procedure, must be initiated by the employee(s) within fifteen (15) days from the time when the employee knew of its occurrence.

16:2 Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

16:3 Procedure: Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee(s) to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to acceptance of the decision rendered at that step.

16:4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable Rule and Regulations of the employer until such grievances and any effect thereof shall have been fully determined.

16:5 Extension of Time: Where evidence of hardship would result from compliance with the time regulations set forth in the following levels, a written request for an extension of time at any one of the levels in this grievance procedure shall be recognized. The period of extension of time shall be limited to fifteen (15) days.

16:6 Level One: Any employee who has a grievance shall discuss it first with his/her immediate Supervisor/Department Head in an attempt to resolve the matter informally at that level.

16:7 Level Two: If, as a result of the discussion, the matter is not resolved to the satisfaction of the Grievant within five(5) days, he/she shall set forth his/her grievance in writing to his/her immediate Supervisor/Department Head specifying the nature of the grievance and the resolution sought. The immediate Supervisor/Department Head shall communicate his/her decision in writing to the Grievant within five (5) days of receipt of the written grievance.

16:8 Level Three: The Grievant, no later than five (5) days after receipt of the immediate Supervisor/Department Head's decision, may appeal that decision to the Borough Clerk. The appeal to the Borough Clerk must be made in writing reciting the matter submitted to the immediate Supervisor/Department Head as specified above and his/her dissatisfaction with decisions previously rendered. The Borough Clerk shall confer with the Council liaison of that Department as necessary and attempt to resolve the matter as quickly as possible, but with a period not to exceed ten (10) days. The Borough Clerk shall communicate his/her decision in writing to the employee and to employees' immediate Supervisor/Department Head.

16:9 Level Four: If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) days after receipt of the Borough Clerk's decision, may request a review by the

Borough Council. The request shall be submitted in writing through the Borough Clerk, who shall attach all related papers and forward the request to the Council. The Council, or a Committee thereof, shall review the grievance and shall, at the option of the Council, hold a hearing with the employee. The Council shall render a decision in writing within thirty (30) days of receipt of the grievance.

16:10 No claim by an employee shall constitute a grievable matter beyond level four or be processed beyond level four, if it pertains to any matter for which a method of review is prescribed by law, or any rule or regulation of the Department of Personnel, or any matter which according to law is either beyond the scope of the Borough or limited to action of the Borough alone.

16:11 If the employee is dissatisfied with the decision of the Borough and only if the grievance pertains to a violation of this Agreement between the Borough and the Union, the employee may request the appointment of an Arbitrator. Such request to be made known to the Borough Clerk by certified mail, return receipt, no later than fifteen (15) days after the decision in writing of the Borough.

16:12 An employee, in order to process his/her grievance beyond level four, must have his/her request for such action accompanied by the written recommendation for such action by the Union, who shall represent the Grievant at the arbitration level.

16:13 Such request can be honored only if the Grievant or Grievant and the organization representing them, waive the right, if any, in writing of said Grievant or Grievant and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the Arbitrator=s award.

16:14 The Representative may within thirty (30) days proceed to arbitration. Subject matters that are grievable and arbitrable shall be submitted to arbitration pursuant to the rules and regulations of the Public Employees Relations Commission (PERC). The Arbitrator shall restrict his/her inquiry to the standard established by the Agreement only and his/her decision shall be final and binding on both parties, and the Arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

16:15 Cost of Arbitration: Each party shall bear the total cost incurred by themselves. The fees and expenses of the Arbitrator are the only cost, which shall be shared by both parties, and shall be shared equally.

16:16 Where grievance proceedings are mutually scheduled by the parties during work time, persons proper to be present shall suffer no loss in pay.

16:17 Miscellaneous: Commencing with level two of the grievance procedure, the Grievant may be represented by a representative selected or appointed by the Union. The Union shall be apprised of all formal grievances commencing with level two. Such appraisals shall be made by both parties submitting photocopies of the documents submitted pertaining to the grievance in question. Grievant shall submit such copies simultaneously to the recipient designated in the grievance procedure and to the Union's designee.

ARTICLE 17 - DUES DEDUCTION & AGENCY SHOP

17:1 The Borough agrees to deduct in accordance with the law and as designated by the Union, provided a signed authorization card for each employee has been filed with the Executive Director.

17:2 The monies deducted at the direction of employees shall be mailed to Council 71 or the local union as directed according to a schedule agreed to by the Borough and union.

17:3 The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative in the same manner as dues are. The fair share deduction shall commence for each employee who elects not to become a member of the Union within thirty (30) days after commencement of work. The fair share fees for services rendered by the Union shall be in the amount equal to the regular membership dues less the costs of benefits financed through dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular members' dues, fees and assessments.

ARTICLE 18 - SAVINGS CLAUSE

18:1 In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State or Department of Personnel rule or regulation or law, such determination shall not impair the validity or enforce ability of the remaining provisions of this Agreement. However, such provisions are ruled to be illegal or unenforceable shall be deemed to have been struck from this Agreement.

ARTICLE 19 - NOTIFICATION PROVISIONS

19:1 Copies of this Agreement shall be printed or photocopied at the expense of the Union and distributed to the members of the bargaining unit promptly.

19:2 Notices under this Agreement shall be given by either party to the other by registered letter as follows:

To the Borough at: Borough Clerk
 Borough of Haddon Heights
 625 Station Ave.
 Haddon Heights, NJ 08035

To the Union's designated President at: An address registered with the Borough Clerk.
 All changes in this address shall be immediately
 registered with the Borough Clerk.



ARTICLE 20 - DURATION

20:1 This Agreement is effective as of February 5, 2007 and shall continue in full force and effect until December 31, 2011, or until a new Contract is ratified after December 31, 2011.

20:2 Negotiation for a successor agreement to this Agreement shall begin no later than October 1, 2011, upon the request of either of the parties to this Agreement.



ARTICLE 21 - MISCELLANEOUS PROVISIONS

21:1 During the term of this Agreement, no employee covered, hereby, shall be granted a salary increase unless same represents a title change or a Department of Personnel promotion or upgrading. All openings for Borough positions will be posted for a minimum of seven (7) calendar days at each Borough facility. The Borough will notify the union of any title changes or promotions within seven (7) days after the position has been filled.

21:2 Military duty for field training with any military reserves or the National Guard shall be granted as may be required by law and shall not count against vacation, personal or sick leave. This leave shall be unpaid.

21:3 The New Jersey State Temporary Disability Plan shall be maintained by the Borough in accordance with law, during the duration of this Agreement.

21:4 Current and updated employee handbooks will be distributed to and signed for by all Council 71 members. A copy of the signatures will be forwarded to the Union after distribution. Any changes to the handbook that affect terms and conditions of employment must be presented to and agreed upon by both parties.

21:5 Borough will provide space for a locked bulletin board to be located in buildings where employees regularly report and will be used for posting Union notices of meetings and other official Union matters.

21:6 The Borough shall make available tools required by employees to discharge their duties on a particular job. Employees shall be held responsible for tools and equipment belonging to the Borough, providing the Borough furnishes a safe place for storing such tools and equipment and allows a reasonable time for such care.

21:7 Both parties agree that they will not in any instance act arbitrarily or capriciously with respect to this Agreement. Both parties further agree that they will not act in a manner, which discriminates against the other in the exercise of their prerogatives.

21:8 The Borough and the Union recognize the principle of a fair days work for a fair days pay that jobs and job security of employees working under this Agreement is best protected through efficient and productive operations of the Borough. The Borough can establish reasonable work standards and operational conditions, but before implementing such work standards, the Borough shall meet and discuss with the Union the work standards.

21:9 This Agreement incorporates the entire understanding of the parties on all matter, which were or could have been the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not such matters may continue to be the subject of disputes.

21:10 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 22 - MAINTENANCE OF STANDARDS

22:1 It is understood and agreed between the parties hereto that not every condition of employment could be covered by this Agreement. It is acknowledged that there are certain conditions of employment not specifically set forth in this Agreement which has been long-standing and accepted working conditions, and which have been applicable to all of the employees in the bargaining unit. As to those conditions, it is agreed that they shall continue. In all other respects, the provisions of this Agreement shall cover the terms and conditions of employment.



ARTICLE 23 – PART-TIME EMPLOYEES

23:1 Part-time employees who work more than 25 hours per week on a regular basis and who have been employed by the Borough for ten (10) years or more will be entitled to the following paid leaves:

Vacation: 10 days

Holidays: 5 Holidays: Christmas Day, New Year's Day, Labor Day,
Memorial Day, Independence Day (July 4)

Sick: none

Personal: none

Payment for the above will be based on a ratio of: normal scheduled hours to full-time hours.

ARTICLE 24 – VACATION CARRY-OVER FOR FORMER DEPARTMENT HEADS

24:1 A former Department Head who becomes a member of the collective bargaining unit and who is full-time with at least 20 years of service will be allowed to accumulate and carry over up to five (5) vacation days per year, payable upon retirement.

Salary Guide

Full-Time Titles	2008	2009	2010	2011
Assistant Mechanic	\$21.60	\$22.75	\$23.93	\$24.71
Construction Secretary	\$21.55	\$22.70	\$23.88	\$24.66
Court Administrator	\$27.67	\$29.00	\$30.37	\$31.36
Deputy Court Administrator	\$17.60	\$18.63	\$19.69	\$20.33
Deputy Tax Collector	\$30.20	\$31.61	\$33.05	\$34.13
Foreman	\$23.44	\$24.65	\$25.89	\$26.73
Mechanic	\$26.40	\$27.69	\$29.02	\$29.97
Operator	\$20.07	\$21.17	\$22.30	\$23.03
Police Secretary/Clerk	\$21.48	\$22.62	\$23.80	\$24.57
Part-Time Titles				
Administrative Assistant	N/A	\$15.00	\$15.95	\$16.47
Custodian	\$16.44	\$17.43	\$18.45	\$19.05
Accounts Payable Clerk/Financial Manager	N/A	\$15.50	\$16.47	\$17.00

IN WITNESS WHEREOF parties hereto have caused this Agreement to be signed by their respective officers, all on the day and year first above written.

BOROUGH OF HADDON HEIGHTS

Mayor Scott M. Alexander

BY: 

DATE: 6/18/09

Marie Holcombe, Deputy Borough Clerk

ATTEST: 

DATE: 6/18/09

**AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO DISTRICT COUNCIL 71, LOCAL 3869.**

DATE: Aug 20, 2009

BY: 

Staff Representative

DATE: AUGUST 20, 2009

BY: 

DATE: Aug 20, 2009

BY: 